EXHIBIT 19

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                                    )          Affidavit of
                                    )        Mr. Dustin Sanchez
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Joann LeDoux v. Outliers, Inc. et al  )
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                                    )          27 April 2025
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Pursuant to 28 U.S.C. § 1746, I affirm the following:

I am Dustin Sanchez. I am a non-party to this matter with whom the Plaintiff has consulted regarding the relevant websites and their respective checkout pages. I work in online marketing, website development, and search engine optimization; my work includes e-commerce.

Since my last declaration, Ms. Stewart requested my assistance in looking for available caches of the "FindMyFormula" website in 2020. I located one using the "Wayback Machine" for October 27, 2020. I made a screen-capture of an image of the page, that also captures its url. Encl. 1. I used the "inspect element" feature of the page (Encl. 2) to reveal the HTML code. Next, I searched using "command F" to find the word "agree" within the code. Encl. 3. In reviewing the HTML code for the available checkout page caches on the "FindMyFormula" website from October 27, 2020 (Encl. 4), and December 1, 2021, I can explain that the October 2020 version of the code (what is not seen by the user) is significantly shorter and simpler, whereas the December 2021 version is more complex,

including extensive tracking scripts and integrations. Specifically, the December 2021 version includes analytics and retargeting/re-marketing pixels/tags (Google Analytics, Facebook Pixel, TikTok, Taboola). The December 2021 version also possesses styling frameworks such as Bootstrap and custom stylesheets. There is also JavaScript-based event tracking and custom script handling included in the December 1, 2021, version.

Significantly, however, while the December 1, 2021, version of the checkout page includes extensive additions in the background — such as tracking tools from companies like Google, Facebook, TikTok, and Taboola — these tools operate *invisibly*. They are designed to monitor aspects of potential customer experience like page visits, button clicks, or marketing performance. The page also uses design toolkits like Bootstrap and custom styling files to control layout and appearance, along with JavaScript scripts that quietly manage how the page behaves behind the scenes.

None of these December 1, 2021, additions in the HTML code are *visible* to the person visiting the site. These background tools are part of the "back end" or the under-the-hood workings of the page. To the front-facing user — the person actually viewing and interacting with the checkout page — the page looks the same in both versions, except for one clear

difference: the refund guarantee changes from 100 days after purchase [on October 27, 2020] to 30 days after delivery [on December 1, 2021]. That is the only visible textual difference I can find between the two checkout pages.

In both versions, the agreement language related to the purchase appears as static text only, it is not linked or associated with form validation. There was no difference in how the purchasing language would appear to the user. Neither has a required checkbox or hyperlinks to "terms and conditions" or "medical waiver." Recall from my last declaration, that the language is terms and conditions, not terms of service, or terms of use in the purchase agreement language, and there is no page called "terms and conditions" on the website.

I am providing a side-by-side comparison of the language for the October 27, 2020, version with the December 1, 2021, version. Recall a customer could return the product within 100 days for the former, but in December 2021, a customer only had 30 days. Otherwise, the language is identical.

Side-by-Side Comparison: Agreement to Purchase Language

October 27, 2020	December 1, 2021
By clicking "Complete Purchase", you confirm that your subscription will automatically renew every 4 weeks and your credit card will be automatically charged the subscription price shown on the order	By clicking "Complete Purchase", you confirm that your subscription will automatically renew every 4 weeks and your credit card will be automatically charged the subscription price shown on the order

| page ($79) until you cancel online, by emailing hello@findmyformula.com or by calling Customer Support at 646 647-3599. You also agree to our terms and conditions and our medical disclaimer. We stand by our product and offer a full money back guarantee within ==100== days of purchase (limit one refund per customer). | page ($79) until you cancel online, by emailing hello@findmyformula.com or by calling Customer Support at 646 647-3599. You also agree to our terms and conditions and our medical disclaimer. We stand by our product and offer a full money back guarantee within ==30== days of delivery (limit one refund per customer). |

The user's visible experience remains unchanged. No language becomes bold, italicized, underlined, or hyperlinked.

At Ms. Stewart's request, I have also reviewed the mp4 called the "Loom Video" (Encl. 5) and the provided transcript of the call (Encl. 6). This appears to be a routine call for help from a technical customer service representative with Google. During the call, a man who identifies himself as "Dan" with the email address danfreed1@gmail.com articulates that he is working on a website for a company called Recoop. About two minutes into the call "Dan" states that the company has two sites: a "main site" and a "Google site." This helps explain what we see in the url for the checkout page being analyzed. What he might better articulate is that there is an organic traffic site (the "FindMyFormula" site) and the Unbounce site, which is known as a subdomain, and in this case would be the checkout.findmyformula.com page. The purpose of this call is to be able to add a way to analyze the customer traffic that is

coming to the site so that if adjustments need to be made within the marketing funnel, there will be more information to understand what are the barriers to the buyer completing the purchase.

"Dan" also demonstrates in the video several important pieces of information.

First, at two separate intervals in the call, "Dan" confirms that he has a backup of the website, at one point declaring that he "always" "clones" a backup of his website with the "latest build." Specifically, the Google representative asks him to confirm what he stated earlier in the video: [at about 8:03 of the 52:21 long video]

Google Rep - "So, you have backup of both websites, right? Both on Unbounce and on, Shopify?

"Dan" - "Yeah, Shopify is easy. We always make a clone of our site with the latest build. And Unbounce, it's really easy."

The call continues working to sign in to the Unbounce Account. [ends this portion at 8:17 of the 52:21 long video]

Second, during the course of the video, "Dan" demonstrates a working knowledge of HTML code, how to use it, where to insert it, and what it means. According to the video, this call is taking place on January 21, 2020. "Dan" also demonstrates at least some working knowledge of analytics and pixels called Google Tags. These are the tools to assist those in e-commerce,

in part, with tracking customer experience to try to convert visitors on the site to purchasing customers and to display to these people re-targeting ads when they are not on the e-commerce site.

Third, "Dan" and the Google representative continue to work through the tasks of uploading HTML code to insert the pixels or Google ID tags to be able to track potential customer actions on the site. During several intervals, the Google representative places "Dan" on hold. During these lulls in Google help, "Dan" takes several actions on the screen, including sending iMessages from his screen that those watching the "Loom Video" can see. He also sends messages in an open thread for what appear to be internal work communications with other employees or contractors for Recoop.

During the call that is apparently intended to assist "Dan" with the insertion of the Google tracking pixels on the Recoop website and also on the Recoop checkout page, "Dan" explains to the Google Representative that the checkout page for Recoop is not set up yet. Once they complete the task of inserting the HTML code on the "thank you" page for Recoop, "Dan" begins to explain that the Recoop checkout page is not yet completed. At 24:48, "Dan" says "and then -- let me -- okay, so… We don't have, um -- we don't have it set up yet…" while he is seen on screen logging into an administrative account for Shopify and

says "but let me just show you what CartHook looks like, and you can just tell me where to drop this code in." Moments later, he says "actually I –" and he is seen opening a new tab on his internet browser. He navigates to Carthook.com and logs in using danfreed1@gmail.com [Encl. 7, 25:21 timestamp – screencapture of CartHook login for danfreed1@gmail.com]. "Dan" is using this gmail email account as his username for the login of CartHook.

After navigating to find what he is looking for "Dan" goes to a page for Funnels/product. Encl. 8. "Dan" then selects the product "Formula Starter Kit Subscription." On the page before he clicks into the Starter Kit (Encl. 9), the viewer can also see "Formula $79", "Formula $59" and "Formula $99". All of the products appear to coincide with the same available products I observed using the "Wayback Machine" on the FindMyFormula website. The images for these products from each site appeared identical to those I had seen when I conducted my previous research on the "FindMyFormula" website. The website that "Dan" is demonstrating on the Google call for the "Loom Video" says "placebofoof1.myshopify.com/a/secure/checkout/qnSdjXklrY4H8d7Sa8 f".

My next step was to use the "WayBack Machine" to research this site, placeboproof.com, which appears to be a precursor to the FindMyFormula website. Encl. 10. I confirmed the image for the Formula Starter Kit – Subscription is identical in

appearance to the one on the "FindMyFormula" website in 2020 and

2021.

As "Dan" walks the Google representative through the

CartHook capabilities, he explains that you can edit the

Checkout Page, he scrolls down the Checkout Page. At timestamp

26:22 on the "Loom Video," "Dan" shows how the user would see

the Checkout Page for his placeboproof.com site (not Recoop's)

as it appeared on January 21, 2020. Encl. 11. It has a Blue

Complete Purchase button, and the words "By clicking 'Complete

Purchase', you confirm that your subscription will automatically

renew every 4 weeks and your credit card will be automatically

charged the subscription price shown on the order page ($79)

until you cancel online, by emailing hello@findmyformula.com or

by calling Customer Support at 646 647-3599. You also agree to

our terms and conditions and our medical disclaimer. We stand by

our product and offer a full money back guarantee within 100

days of purchase (limit one refund per customer)" appear on the

screen. This is confirmed to be the Formula website at timestamp

26:25. Encl. 12.

Consistent with the HTML code for the "FindMyFormula"

website for October 27, 2020, and December 1, 2021, there is no

required checkbox. There are no hyperlinks for "our terms and

conditions" or "our medical disclaimer." This language is

identical to the language on the FindMyFormula website on the

checkout page for October 21, 2020, and nearly identical to the FindMyFormula website on the checkout page for December 1, 2021, with the exception of the number of days I described earlier for the customer return policy.

Later in the "Loom Video" between 29:37 and 30:31, "Dan" navigates through some of the CartHook checkout page's HTML code. Unfortunately, it does not show the specific code regarding the "Complete Purchase" language only because the code is not expanded. You can see the HTML code around the Purchase button at timestamp 29:51. Encl. 13. To see the details, "Dan" would have needed to click on the triangle to then display the code under each line, which he does not do. However, having seen the checkout page for the user's experience, I can confirm that it is how the "FindMyFormula" CartHook checkout page for October 27, 2020, and December 1, 2021, would have appeared to a user making a purchase on those days. As before, the only change between those two CartHook checkout pages was the number of days for the customer to return the product.

I am aware of a declaration by a woman named Maranda Lujajohnson regarding the checkout page. Her declaration states she began working for Thesis in "early 2020." However, according to her LinkedIn profile (Encl. 14), she was working for a company called Honeylove from January 2019 until October 2020. Her profile states she began working for Thesis in October 2020.

I am also aware of a declaration by a man named Sameer Anand. According to his LinkedIn profile (Encl. 15), he worked for Thesis starting in July 2021 and his work focused largely on rebranding. He also describes working as the "first software engineer for Thesis (formerly known as Formula)." In the "Loom Video" there is a screen capture at 15:24 where "Dan" is communicating about matters with Edison Moy and someone named Karthik who appear to be software engineers. Encl. 16.

Given the contents of the CartHook Checkout Page from January 21, 2020, October 27, 2020, and December 1, 2021, I can say that it would be highly unlikely that on March 18, 2021, the Checkout Page would have been any different from those samplings. From an e-commerce scenario, if the company was not sophisticated in their approach to Terms and Conditions protections, I cannot fathom that they would have used hyperlinked terms and waiver language with a required checkbox in March 2021 and then switched back to not using it on December 1, 2021.

In reviewing what their Checkout Page looked like in June 2024, before the subject lawsuit was filed, I find that it would be highly unlikely that three years before there was more sophisticated protection that then was repealed.

When I look at the Checkout Page and the pre-quiz sophistication in February and March 2025, this seems at least

circumstantially to represent a Corporation that has been sued,

becomes aware that its arbitration clause may not be legally

binding, and then it takes steps to make sure going forward that

it will be.

I cannot discern any cogent reason why a given

corporation's checkout page allegedly would be sophisticated

with a required checkbox and hyperlinked URLs for Terms and

Conditions and a Medical Waiver in March 2021 and then not use

the same methodology until February 2025, particularly in light

of the timing of the litigation in this case. I am aware that

the federal judge in this lawsuit denied the defendants' first

motion to compel arbitration on February 18, 2025.

There is no evidence that any required checkbox existed in

2020 or 2021, and I have not located any evidence of a required

checkbox and hyperlinked URL until February 2025.

I declare under penalty of perjury that the foregoing is true and

correct.

Dustin Sanchez

Dustin Sanchez